

47116

KR-87-2400-TRD

INTERGOVERNMENTAL AGENCIES AGREEMENT

ICA: 87-52

CONTRACT NO. ICA-87-52

This Agreement entered into this 26th day of Oct, 1987, between the State of Arizona, acting through the Director of the Arizona Department of Transportation, hereinafter termed "State", and the City of Phoenix Fire Department, acting through the City of Phoenix, City Council, hereinafter termed "City",

WITNESSETH: That State is presently in the construction stage for this segment of the EHRENBURG - PHOENIX Interstate Freeway Project I-IR-10-2(21) and has identified additional right-of-way needs, and

That it has been determined that the City of Phoenix Fire Station No. 10 is severely impacted by the design and elevation of said freeway to the degree that the facility is no longer able to function in its service to the community, and

That State, pursuant to the State Law A.R.S. 28-108, the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, and Title 23 Code of Federal Regulations Chapter 1, Subchapter H, Part 712, Subpart F (23CFR 1, H, 712-F601) desires to compensate the City for the loss of Fire Station No. 10, in accordance with the "Functional Replacement Concept" in the following manner:

1. Pay City just compensation for the land to be acquired for highway purposes (See Exhibit A., attached) in the amount established as fair market value, based on a current approved appraisal prepared in accordance with State and Federal standards.

12572	
FILED	SECRET
Date Filed	11-18-87
<i>Rose Mafford</i>	
Secretary of	

Parcel 7-4304
Project I-IR-10-2(21)

2. Replace Fire Station No. 10 on land owned by the City of Phoenix, which was purchased expressly for the purpose of accommodating the new facility and providing service to the same area of responsibility.

3. Provide measures for temporary ingress/egress at the existing facility to assure continued uninterrupted service to the community during highway construction and prior to completion of the new Fire Station No. 10.

For the purpose of this agreement, Functional Replacement is defined as the replacement of real property acquired either as a result of a highway or highway related project with lands or facilities, or both, which will provide equivalent utility. Costs of increases in capacity and other betterments are not eligible for Federal participation, except those necessary to replace utility, those required by existing codes, laws, zoning regulations and Fire and Health codes, and those related to reasonable prevailing standards for the type of facility being replaced.

The State and City are in agreement regarding the utilization of Functional Replacement as defined above for the replacement of Fire Station No. 10.

THEREFORE, the parties hereto covenant and agree as follows:

1. The State, recognizing the need to maintain, without interruption, the existing service to the community provided by Fire Station No. 10, and also recognizing that project

construction needs may result in curtailing existing ingress/egress before the new facility is operational hereby agrees to provide interim alternate access. To provide interim access it will be necessary to: (a) Place sufficient new asphaltic paving in the rear parking area to accommodate the turnaround of fire engines, allowing their entry through the rear doors of the station house; (b) Place new paving over existing paving in the alley from the fire station property, west to 26th Avenue; (c) Install an electric door opener on the rear doors of the fire engine bays thereby affording alternate ingress/egress.

The expense of providing the above measures will be based on the appropriate Arizona Department of Transportation contractual procedures and payment will be made by the State directly to the contractor performing the service.

It is understood that providing interim access is not limited to the above assistance but can and shall include the expense for any measure defined and determined, by both parties, to be necessary to continue service to the community at a safe and acceptable level.

2. The City will perform or will retain a Planner/Architect to perform the following services: (a) Adapt existing plans for the required facility to the replacement site; (b) Prepare preliminary layout sketches for the replacement land, landscaping, and building arrangement; (c) Prepare a cost estimate for services performed. The City shall submit the above

plans and specifications to the State for review, at which time the State shall determine and define any items considered as excessive betterments and therefore not eligible for State participation in the cost thereof.

3. The State shall provide to the City, in writing, notification of State approval of plans, specifications and estimates and advise the City as to those items determined to be excessive betterments. At this time an agreement setting forth how the costs of the new facility are to be shared between the two (2) parties will be executed.

4. The City shall then solicit competitive bids for construction of the replacement facilities and shall award to the bidder who meets with the approval of the City and concurrence of the State. Said contract shall include the following:

- (a) Separate cost factors set forth for eligible and ineligible items of construction as defined in the City/State agreement to be executed prior to invitation for bids (Item No. 3, above);
- (b) Any changes, additions or deletions to the work defined in the construction contract shall be brought to the attention of the State, who will identify changes as either eligible for participation or representative of excessive betterment and not eligible for reimbursement;
- (c) During construction, authorized State and Federal Highway Administration personnel shall have the right to conduct "on site" inspection as they deem necessary;
- (d) Executive Order 75-5, April 1975, Rev.: November 25, 1980, (See Exhibit B, attached).

5. The approved contract shall be awarded promptly and construction shall begin as soon as feasible thereafter.

6. No member of or delegate to Congress shall be admitted to any share or part of this agreement, or to any benefit that may arise therefrom; but this provision shall not be construed to extend to this agreement if made with a corporation for its general benefit.

7. The program conducted will be in compliance with all requirements respecting nondiscrimination as contained in Executive Order 75-5, April 1975, Rev.: November 25, 1980, and the regulations of the Secretary of Transportation, which provide that no person in the United States shall, on the grounds of race, color, national origin, sex or religion, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any activity receiving Federal financing assistance.

8. The cost of construction shall be borne by the State and Federal governments with the exception of construction costs relating to identified betterments.

Upon completion of construction and acceptance and approval by all parties, and the transfer of title to the subject property (defined in Exhibit A, attached) from the City to the State, the State shall deliver to the City reimbursement for the approved

construction costs incurred by the Functional Replacement of Fire Station No. 10, at which time this agreement shall be considered fulfilled.

CITY OF PHOENIX, A
MUNICIPAL CORPORATION
MARVIN A. ANDREWS
City Manager

BY: 


TITLE: Fire Chief

STATE OF ARIZONA
ARIZONA DEPARTMENT OF
TRANSPORTATION

BY: 

W. O. FORD, State Engineer

ATTEST:


City Clerk

Approved as to form


ACHING

City Attorney



Parcel 7-4304
Project IR-I-10-2(21)
27th Ave. - Jct. I-17

EXHIBIT "A"

That portion of Tract B, TISDALE TERRACE UNIT I, according to Book 47 of Maps, page 7, records of Maricopa County, Arizona, described as follows:

From the Southeast corner of said Tract "B", TISDALE TERRACE UNIT 1, run South 89° 47' 30" West along the South line of said Tract "B" 100.00 feet; thence North 0° 01' 30" East, parallel with the West line of said Tract "B" 201.75 feet to a point on the North line of said Tract "B"; thence South 89° 58' 30" East along the North line of said Tract "B" 121.18 feet to the Northeast corner of said Tract "B"; thence South 6° 03' West along the easterly line of said Tract "B" 198.96 feet to the POINT OF BEGINNING.

CM:1453E

EXECUTIVE ORDER

PART I Non-discrimination in employment by government contractors and subcontractors.

All government contracting agencies shall include in every government contract hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex or national origin. The contractor will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, age, color, religion, sex or national origin. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places available to employees and applicants for employment notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will in all solicitations or advertisement for employees placed by or on behalf of the contractor state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex or national origin.

C. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding a notice to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this Executive Order and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The contractor will furnish all information and reports required by the contracting agency and will permit access to his books, records and accounts by the contracting agency and the Civil Rights Division for purposes of investigation to ascertain compliance with such rules, regulations and orders.

Executive Order 75-5
April 28, 1975
Sheet 1 of 5
Rev.: November 25, 1980

EXHIBIT 'B'

E. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations or orders of the Arizona Civil Rights Division said noncompliance will be considered a material breach of the contract and this contract may be cancelled, terminated or suspended in whole or in part, and the contractor may be declared ineligible for further government contracts until said contractor has been found to be in compliance with the provisions of this order and the rules and regulations of the Arizona Civil Rights Division, and such sanctions may be imposed and remedies invoked as provided in Part II of this order, and the rules and regulations of the Arizona Civil Rights Division.

F. The contractor will include the provisions of paragraphs A through E in every subcontractor purchase order so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect in the subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the State of Arizona to enter into such litigation to protect the interests of the State of Arizona.

G. Each contractor having a contract containing the provisions prescribed in this section shall file and shall cause each of his subcontractors to file compliance reports with the contracting agency or the Civil Rights Division, as may be directed. Compliance reports shall be filed within such times and shall contain such information as the practices, policies, programs and employment policies, programs and employment statistics of the contractor and each subcontractor and shall be in such form as the Arizona Civil Rights Division may prescribe.

H. Bidders or prospective contractors or subcontractors shall be required to state whether they have participated in any previous contract subject to the provisions of this order or any preceding similar Executive Order and in that event to submit on behalf of themselves and the proposed subcontractors compliance reports prior to, or as an initial part of negotiation of a contract.

I. Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance report shall include such information from such labor unions or agency practices and policies affecting compliance as the contracting agency or Civil Rights Division may prescribe; provided that, to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor union or agency shall refuse to furnish such information to the contractor, the contractor shall so certify the contracting agency as part of its compliance report and shall set forth what efforts he has made to obtain such information.

J. The contracting agency or the Civil Rights Division shall require that the bidder or prospective contractor or subcontractor shall submit as part of his compliance report a statement in writing signed by an authorized officer or agent in behalf of any labor union or any agency referring workers or providing or supervising apprenticeship or other training with which the bidder or prospective contractor deals with supporting information to the effect that the signer's practices and policies do not discriminate on the grounds of race, color, religion, sex or national origin, and that the signer either will affirmatively cooperate in the implementation of the policy and provisions of this order or that it consents and agrees that recruitment employment and the terms and conditions of employment under the proposed contract shall be in accordance with the purpose and provisions of this order. In the event that the union or the agency shall refuse to execute such a statement, the compliance shall so certify and set forth what efforts have been made to secure such a statement and such additional factual material as the contracting agency or the Civil Rights Division may require.

Executive Order 73-5
April 28, 1975
Sheet 3 of 5
Rev.: November 25, 1980

EXHIBIT 'B'

PART II Enforcement

A. Each contracting agency shall be primarily responsible for obtaining compliance with this Executive Order with respect to contracts entered into by such agency or its contractors. All contracting agencies shall comply with the rules of the Civil Rights Division in discharging their primary responsibility for securing compliance with the provisions of contracts and otherwise with the terms of this order and the rules and regulations and orders of the Civil Rights Division issued pursuant to this order. They are directed to cooperate with the Civil Rights Division and to furnish the Division such information and assistance as it may require in the performance of the Division's functions under this order. They are further directed to appoint or designate from among the agency personnel compliance officers. It shall be the duty of such officers to first seek compliance with the objective of this order by conference, conciliation, mediation or persuasion.

B. The Civil Rights Division may investigate the employment practices of any government contractor or subcontractor or initiate such investigation by the appropriate contracting agency or determine whether or not the contractual provisions specified in this order have been violated. Such investigations shall be conducted in accordance with the procedures established by the Civil Rights Division and the investigating agencies shall report to the Civil Rights Division any action taken or recommended. The Civil Rights Division may receive and investigate or cause to be investigated complaints by employees or prospective employees of government contractor or subcontractor which allege discrimination contrary to the contractual provisions specified in Part I of this order. If the investigation is conducted for the Civil Rights Division by a contracting agency, that agency shall report to the Civil Rights Division what action has been taken or is recommended with regard to such complaint.

C. The Civil Rights Division shall use its best efforts directing and through contracting agencies, other interested state and local agencies, contractors and all other available instrumentalities to cause any labor union engaged in work under government contracts or any agency referring workers or providing or supervising apprenticeship or training for or in the course of such work to cooperate in the implementation of the purpose of this order.

D. The Civil Rights Division or any agency, officer or employee in the executive branch of the government designated by rule, regulation or order of the Civil Rights Division may hold such hearings, public or private as the Division may deem advisable for compliance, enforcement or educational purposes. The Civil Rights Division may hold or cause to be held hearings in accordance with rules and regulations issued by the Civil Rights Division prior to imposing, ordering or recommending the imposition of penalties and sanctions under this order.

Executive Order 75-5
April 28, 1975
Sheet 4 of 5
Rev.: November 25, 1980

EXHIBIT 'B'

E. No order for debarment of any contractor from further government contracts under this order shall be made without affording the contractor an opportunity for a hearing.

F. Sanctions and Penalties. In accordance with such rules, regulations or orders as the Civil Rights Division may issue or adopt, the Civil Rights Division or the appropriate contracting agency may publish or cause to be published the names of contractors or unions which it has concluded have complied or have failed to comply with the provisions of this order and with the rules, regulations and orders of the Civil Rights Division.

Contracts may be cancelled in whole or in part, terminated, or suspended absolutely, or continuation of contracts may be conditioned upon a program for future compliance approved by the contracting agency or the Civil Rights Division; provided that any contracting agency shall refrain from entering into further contracts, extensions or other modifications of existing contracts with any noncomplying contractor until such contractor has established and will carry out personnel and employment policies in compliance with the provisions of this order.

Under rules and regulations prescribed by the Civil Rights Division, each contracting agency shall make reasonable efforts within a reasonable time limitation to secure compliance with the contract provisions of this order by methods of conference, conciliation, mediation and persuasion before proceedings shall be instituted under this order or before a contract shall be cancelled or terminated in whole or in part under this order for failure of a contractor or subcontractor to comply with the contract provisions of this order.

G. This Executive Order shall become effective within sixty (60) days of its issuance.

In order to carry out the provisions of Executive Order 75-5, the contractor shall comply with the requirements of:

- (1) Standard Federal Equal Employment Opportunity Construction Contract Specifications, July 1, 1978, Revised November 3, 1980, Revised April 15, 1981, and
- (2) Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity, July 1, 1978, Revised November 3, 1980, Revised April 15, 1981,

both of which are included in the Proposal Pamphlet.

Executive Order 75-5
April 28, 1975
Sheet 5 of 5
Rev.: May 20, 1981

EXHIBIT 'B'

PROJECT: I-IR-10-2(49)
HIGHWAY: EHRENBURG - PHOENIX
SECTION: 27th Ave. - Jct. I-17
PARCEL: 7-4304 (City of Phoenix
Fire Station #10)

RESOLUTION

BE IT RESOLVED on this 27th day of August, 1987, that I, Charles L. Miller, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION, have determined that it is in the best interest of the State of Arizona that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways Division, enter into an Intergovernmental Agreement with the City of Phoenix, wherein the State, with the participation of the Federal Highway Administration, will proceed with the Acquisition/Relocation process utilizing the Functional Replacement Concept.

The Intergovernmental Agreement will set forth the following commitments:

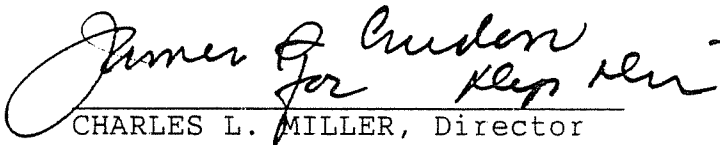
The State shall provide measures for temporary ingress/egress at the existing facility to assure continued uninterrupted service to the community during highway construction and prior to completion of the new Fire Station No. 10.

The City shall sell and transfer title to the State, at fair market value, the property required for right-of-way purposes as identified in attached Exhibit A.

The State shall, with participation of the Federal Highway Administration, replace Fire Station No. 10 on land owned by the City of Phoenix, which was purchased expressly for the purpose of accommodating the new facility and providing service to the same area of responsibility.

State and Federal participation in reimbursement of cost for the new facility shall be limited to replacing the functional utility of Fire Station No. 10 with facilities designed to a reasonable prevailing standard for the type of facility being replaced.

THEREFORE, authorization is hereby given to draft said Agreement which, upon completion, shall be submitted for approval and execution by the State Engineer.


CHARLES L. MILLER, Director

Arizona Department of Transportation

Parcel 7-4304
Project IR-I-10-2(21)
27th Ave. - Jct. I-17

EXHIBIT "A"

That portion of Tract B, TISDALE TERRACE UNIT I, according to Book 47 of Maps, page 7, records of Maricopa County, Arizona, described as follows:

From the Southeast corner of said Tract "B", TISDALE TERRACE UNIT 1, run South 89° 47' 30" West along the South line of said Tract "B" 100.00 feet; thence North 0° 01' 30" East, parallel with the West line of said Tract "B" 201.75 feet to a point on the North line of said Tract "B"; thence South 89° 58' 30" East along the North line of said Tract "B" 121.18 feet to the Northeast corner of said Tract "B"; thence South 6° 03' West along the easterly line of said Tract "B" 198.96 feet to the POINT OF BEGINNING.

CM:1453E

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert K. Corbin

INTERGOVERNMENTAL AGREEMENT

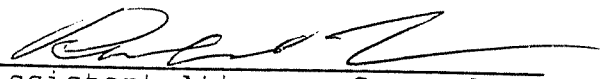
DETERMINATION

A. G. Contract No. KR87-2405, is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 3 day of Nov, 1987.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division

CITY ATTORNEY
INTERGOVERNMENTAL AGREEMENT
DETERMINATION

The Intergovernmental Agreement between the City of Phoenix and the State of Arizona acting through the Arizona Department of Transportation regarding the functional replacement of Fire Station 10 has been reviewed pursuant to A.R.S. Section 11-952 by the undersigned Acting City Attorney who has determined that the Agreement is in proper form and is within the powers and authority granted to the City of Phoenix under the laws of the State of Arizona.

DATED this 20th day of October, 1987.

RODERICK G. McDOUGALL
City Attorney

By 
ACTING City Attorney

(87-18)

GREEN — CITY CLERK
 WHITE — CITY ATTORNEY
 BLUE — CITY MANAGER
 PINK — ACCOUNTS NOTIFICATION
 CANARY — DEPARTMENT NOTIFICATION
 — DEPARTMENT FILE COPY

CITY OF PHOENIX, ARIZONA

REQUEST FOR COUNCIL ACTION

ALL RCA'S MUST BE IN THE CITY MANAGER'S OFFICE BY NOON ON THE TUESDAY, SEVEN DAYS BEFORE THE FORMAL CITY COUNCIL MEETING WITH ALL REQUIRED SIGNATURES. COMPLETE THIS FORM PER M.P. 1.906

1. To the City Manager:

DATE August 25, 19 87

THE FOLLOWING COUNCIL ACTION IS HEREBY REQUESTED: ☐ ORDINANCE ☐ RESOLUTION ☒ FORMAL ACTION.

INTERGOVERNMENTAL AGREEMENT
WITH ADOT FOR RELOCATION
OF FIRE STATION NO. 10
COUNCIL DISTRICTS NO. 4 AND 5

Authorizing the City Manager to execute an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for relocation of Fire Station #10. ADOT's construction program for the I-17 Freeway requires the removal of the existing Fire Station #10 located at the northwest corner of Thomas Road and the Freeway (Council District No. 4). The City previously purchased a replacement site on 24th Lane, south of Thomas Road (Council District No. 5) and an Intergovernmental Agreement is necessary to define the specific responsibilities of the station relocation.

The Intergovernmental Agreement will contain the following provisions:

1. ADOT will reimburse the City for the cost of constructing a replacement Fire Station #10 comparable in size and utility to the existing station. This "functional replacement" may include only the size and capabilities of existing Station #10, and any increases in capacity or other betterments may not be eligible for State funding.
2. In addition to the functional replacement of the Fire Station, ADOT will purchase for cash at the appraised value the land upon which the existing Station #10 is now situated. The parties have agreed upon the appraisal value of the land. ADOT will be responsible for demolition and removal of the existing structure.

2. Bid Bond (Surety) Required?

☐ Yes ☒ No

3. Bond submitted by low bidder?

☐ YES ☒ NO

4. Performance Bond (Surety) Required?

\$ _____

5. SOURCE OF FUNDS

INDEX CODE

SUBJECT

PROJECT

12. Recommended by:

Department/
FunctionDivision Head
SignatureDepartment Head
Signature☐ BUDGETED ☐ SUPPLEMENTAL ☐ CONTINGENCY

6. Emergency Clause?

☐ YES ☒ NOIF LESS THAN FIVE COUNCIL
MEMBERS ARE PRESENT☐ CONTINUE ONE WEEK☐ ADOPT WITHOUT EMERGENCY
CLAUSE

7. Requested by:

Phone #

John P. Burke 6267

8. WP Document #

13. Approved as to availability of funds:

MANAGEMENT & BUDGET DIRECTOR

9. Desired Agenda Date:

September 8, 1987

14. Approved:

10. Formal contract required?

☒ Yes ☐ No

11. Requisition #

Previous contract #

15. Council action taken

Formal action

RESOLUTION NO

ORDINANCE NO

DATE

19

47116-A

-1349

3. The relocation of Fire Station #10 shall be accomplished pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and Chapter 49, Code of Federal Regulations, Part 25.
4. The functional replacement of the Fire Station by ADOT will include all cost and expenses necessary to replace the existing facility and utility under present construction standards in the area and those required by building codes, fire and health codes, and all other applicable laws, regulations and ordinances.
5. ADOT agrees to provide interim access to and from Fire Station #10 during its Freeway construction to ensure that uninterrupted services are provided to the community.
6. The City will perform or retain the services of planner/architect, engineers and other professional services. ADOT shall review and approve plans, specifications and estimates, and the City shall solicit competitive bids for construction of the replacement facilities. ADOT agrees to reimburse the City for all approved costs pursuant to a formula to be approved by the City Manager and the State Highway Engineer.
7. At the appropriate time, ADOT will relocate the personalty and furnishings of Fire Station #10 in full accordance with all applicable laws and regulations.
8. In the event of a dispute or disagreement concerning the responsibilities of the City and ADOT, a Board of Arbitration consisting of the City Manager, the State Highway Engineer, and one other joint nominee shall issue a binding ruling.
9. The Intergovernmental Agreement may contain such other terms and conditions as deemed necessary or appropriate by the City.

This bears the recommendation of the Fire Chief and the Real Estate Administrator.

This affects Council District No. 4 (existing facility) and Council District No. 5 (relocated facility).

JEB:gp

TABLE OF CONTENTS
 AGENDA FOR REGULAR MEETING
 WEDNESDAY, SEPTEMBER 9, 1987, 3:00 P.M.
 PAGE 4

			<u>PAGE</u>
<u>ITEM 36</u>	DISTRICT 7	S-861856 - CONTRACT CHANGE ORDER 42820 - 91ST AVENUE WWTP PERSONNEL AND SUPPORT FACILITIES - F-5139	38
<u>ITEM 37</u>	DISTRICT 4	PA-863837 - HIRING CONSULTING ENGINEER - MARIVUE PARK IMPROVEMENTS - F-3451	38
<u>ITEM 38</u>	CITYWIDE	IFB 86-518A - FIRE HOSE - F-1312	39
<u>ITEM 39</u>	CITYWIDE	RFA 88-22 - PERIPHERAL CONTROL UNIT - F-2834	40
<u>ITEM 40</u>	CITYWIDE	IFB 84-385 - TERMINATION OF LANDSCAPE MAINTENANCE REQUIREMENTS CONTRACT - F-5365	40
<u>ITEM 41</u>	CITYWIDE	IFB-86-281A - TERMINATE DISPOSABLE SHOP TOWELS REQUIREMENTS CONTRACT - F-1310	41
<u>ITEM 42</u>	DISTRICTS 4 AND 5	INTERGOVERNMENTAL AGREEMENT WITH ADOT FOR RELOCATION OF FIRE STATION NO. 10 - F-1649	41
<u>ITEM 43</u>	DISTRICT 7	PROPOSED PARK SITE EAST SIDE OF 71ST AVENUE SOUTH OF GARFIELD - HIRING OF APPRAISER - F-6029	43
<u>ITEM 44</u>	CITYWIDE	CONTRACT 36778 RENEWAL WITH CHILDREN'S HOSPITAL FOR CLINICAL PARAMEDIC TRAINING - F-4712	43

ITEM 41

CITYWIDE -
IFB-86-281A - TERMINATE
DISPOSABLE SHOP TOWELS
REQUIREMENTS CONTRACT -
F-1310

Request to authorize the City Manager to terminate for convenience Agreement P-3084-88 awarded by Council to Century Papers, Phoenix, Arizona, as a result of IFB 86-281.

This agreement is to supply the Materials Management Division - Central Stores inventory with disposable shop towels on an "as needed" basis during the contract period beginning September 3, 1986 and ending August 31, 1988.

The contracted towel does not provide the required level of absorbency for its intended purpose as a heavy-duty grease wiper.

This request is made by the Materials Management Administrator.

Approved

Disapproved

Continued

Remarks:

Sage Stanley

ITEM 42

DISTRICTS 4 AND 5 -
INTERGOVERNMENTAL AGREEMENT
WITH ADOT FOR RELOCATION OF
FIRE STATION NO. 10 - F-1649

Request to authorize the City Manager to execute an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for relocation of Fire Station #10. ADOT's construction program for the I-17 freeway requires the removal of the existing Fire Station #10 located at the northwest corner of Thomas Road and the Freeway (Council District No. 4). The City previously purchased a replacement site on 24th Lane, south of Thomas Road (Council District No. 5) and an Intergovernmental Agreement is necessary to define the specific responsibilities of the station relocation.

The Intergovernmental Agreement will contain the following provisions:

1. ADOT will reimburse the City for the cost of constructing a replacement Fire Station #10 comparable in size and utility to the existing station. This "functional replacement" may include only the size and capabilities of existing Station #10 and any increases in capacity or other betterments may not be eligible for state funding.
2. In addition to the functional replacement of the Fire Station, ADOT will purchase for cash at the appraised value, the land upon which the existing Station #10 is now situated. The parties have agreed upon the appraisal value of the land. ADOT will be responsible for demolition and removal of the existing structure.

(continued)

See
Standing

The relocation of Fire Station #10 shall be accomplished pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and Chapter 49, Code of Federal Regulations, Part 25.

4. The functional replacement of the Fire Station by ADOT will include all cost and expenses necessary to replace the existing facility and utility under present construction standards in the area and those required by building codes, fire and health codes, and all other applicable laws, regulations, and ordinances.
5. ADOT agrees to provide interim access to and from Fire Station #10 during its freeway construction to ensure that uninterrupted services are provided to the community.
6. The City will perform or retain the services of planner/architect, engineers and other professional services. ADOT shall review and approve plans, specifications and estimates, and the City shall solicit competitive bids for construction of the replacement facilities. ADOT agrees to reimburse the City for all approved costs pursuant to a formula to be approved by the City Manager and the State Highway Engineer.
7. At the appropriate time, ADOT will relocate the personalty and furnishings of Fire Station #10 in full accordance with all applicable laws and regulations.
8. In the event of a dispute or disagreement concerning the responsibilities of the City and ADOT, a Board of Arbitration consisting of the City Manager, the State Highway Engineer, and one other joint nominee shall issue a binding ruling.
9. The Intergovernmental Agreement may contain such other terms and conditions as deemed necessary or appropriate by the City.

This bears the recommendation of the Fire Chief and the Real Estate Administrator.

This affects Council District 4 (existing facility) and Council District 5 (relocated facility).

Approved

Disapproved

Continued

Remarks:

September 9, 1987

ITEM 38

CITYWIDE -
IFB 86-518A - FIRE HOSE -
F-1312

The Council heard request to authorize the City Manager to purchase additional fire hose against IFB 86-518 which was awarded by Council on March 26, 1987. The provisions of the IFB give the City the option to purchase additional quantities at the bid price offered until February 1, 1988.

ITEM 39

CITYWIDE -
RFA 88-22 - PERIPHERAL
CONTROL UNIT - F-2834

The Council heard request to authorize the City Manager to enter into an agreement with Honeywell Inc., Phoenix, Arizona for the purchase and installation of a computer peripheral control unit for the Aviation Department. The total cost will be \$41,487.

ITEM 40

CITYWIDE -
IFB 84-385 - TERMINATION OF
LANDSCAPE MAINTENANCE
CONTRACT P-2775-86 - F-5365

The Council heard request to authorize the City Manager to terminate for default Agreement P-2775-86 awarded by Council to Ramirez Lawn Service, Phoenix, Arizona, on March 13, 1985, as a result of IFB 84-385.

ITEM 42

DISTRICTS 4 AND 5 -
INTERGOVERNMENTAL AGREEMENT
47116 WITH ADOT FOR RELOCA-
TION OF FIRE STATION NO. 10 -
F-1649

The Council heard request to authorize the City Manager to execute an Intergovernmental Agreement with the Arizona Department of Transportation (ADOT) for relocation of Fire Station #10. ADOT's construction program for the I-17 freeway requires the removal of the existing Fire Station #10 located at the northwest corner of Thomas Road and the Freeway (Council District No. 4). The City previously purchased a replacement site on 24th Lane, south of Thomas Road (Council District No. 5) and an Intergovernmental Agreement is necessary to define the specific responsibilities of the station relocation.